

# **REQUEST FOR CONSULTANT PROPOSALS**

# **FOR**

# PROFESSIONAL PLANNING SERVICES FOR A GENERAL PLAN UPDATE AND ENVIRONMENTAL IMPACT REPORT

City of Cathedral City Community Development Director 68-700 Avenida Lalo Guerrero Cathedral City, California 92234 (760) 770-0319

**September 14, 2017** 

# REQUEST FOR PROPOSAL TABLE OF CONTENTS

# PAGE NO.

PART 1	Introduction and Background	. 3
PART 2	Scope of Work	. 5
PART 3	Scope of Services	. 7
PART 4	Available Documents	. 8
PART 5	Schedule	. 8
PART 6	Budget	. 8
PART 7	Proposal Contents	. 8
PART 8	Proposal Format	. 9
PART 9	Proposal Evaluation	11
PART 10 Insurance Requirements12		
PART 11	City of Cathedral City Rights and Options	15
PART 12	Proposal Submittal	16

#### CITY OF CATHEDRAL CITY

#### **REQUEST FOR CONSULTANT PROPOSALS**

#### **FOR**

# PROFESSIONAL PLANNING SERVICES FOR A GENERAL PLAN UPDATE AND ENVIRONMENTAL IMPACT REPORT

#### 1. INTRODUCTION AND BACKGROUND

The City of Cathedral City, California was incorporated in 1981 and is located in the Coachella Valley. It is 31.2 square miles in area and has approximately 54,000 permanent residents. Cathedral City is dedicated to providing a quality lifestyle and business climate for those here now and in the future. It is known as a service and bedroom community with friendly neighborhoods, lush country clubs, diverse shopping and unlimited business potential. With borders on both sides of Interstate 10, Cathedral City is strategically located for attracting and expanding businesses. Cathedral City ranks in the top three cities in the Coachella Valley in population, homeownership, and total taxable sales.

In 2016, voters approved changing Cathedral City's designation from a General Law City to a Charter City in order to preserve the historical principles of self-governance and derive the resulting social, economic, and fiscal benefits from local control. The Charter came into effect on January 1, 2017. The City has a Council-Manager form of government. The City's Charter commits the City to changing the election of the City Council members from "at-large" to "by-districts" no later than the November 2022 Election or when the City's Population reaches 65,000. On April 12, 2017, the City Council began the process of adopting a "by-district" election method. In November 2018, the first districts will hold by-districts and the remaining district elections will be in November 2020. The City Council will consist of five citizens elected "by-district," with the position of Mayor rotating annually among the Council members.

The City of Cathedral City is also rated as one of the safest cities in Southern California. It operates its own Police and Fire Department and does not contract public safety services through Riverside County.

The City Council and City Staff pride themselves on high quality delivery of services to residents. Cathedral City is clean, well maintained, and well managed. Whether it be through popular community gardens and varied parks, quality education at our Cathedral City schools, or the shopping and dining opportunities, we believe that our job is to address the concerns and needs of Cathedral City residents, and property and business owners.

Current General Plan: The existing General Plan was comprehensively updated and adopted in 2002. Since that time, the Housing Element has been updated regularly as

required by State law, with the current version having been adopted in November 2014. Other elements have been updated as a result of expansions of the City's corporate boundaries (annexation) and through minor amendments, but have not been comprehensively revised since 2002. The majority of the amendments have been to the Land Use Element.

This General Plan update is not envisioned as a wholesale rewrite of all elements, but rather a rewrite of some key elements, a refreshing of others, and a consolidation of several recent planning documents into this single, comprehensive document. Further description of the work needed for individual elements and the other documents available as resources is provided in Section 2, Scope of Work, and Section 4, Available Documents.

#### 2. SCOPE OF WORK

The scope of work includes an update of the 2002 City of Cathedral City General Plan, including a rewrite of some key elements, a refreshing of others and a consolidation of several recent planning documents to create one comprehensive planning document for the City. The scope also includes preparation of an environmental impact report for the updated General Plan.

The City is interested in applying its resources wisely and in a cost-effective manner. The City also recognizes that, although all elements of the general plan are important, not all need to be addressed in a general plan. In fact, inclusion of information and elements in this document will be counterproductive if the information is not used regularly and updated in a timely manner. As an example, a Water, Sewer, and Utilities Element that is not regularly updated with new information from the Coachella Valley Water District (CVWD), Desert Water Agency, Southern California Edison (SCE), and Spectrum cable can create confusion for all parties concerned. Even though it is convenient to have the information in a single document, if upkeep of the information is likely to be sporadic and inconsistent, it may be better to make reference to the policy documents of the specific agencies.

The City is prepared to minimize or eliminate some of the discretionary elements and will work with the consultant to identify the elements in question.

To provide more specific guidance, the elements contained in the current General Plan and their anticipated need for revision are as follows:

2002 General Plan Element	Minimal Revisions or Consolidation	Moderate to Comprehensive Revisions
Land Use		X <sup>1</sup>
Circulation		X <sup>2</sup>
Housing	X	
Parks and Recreation		X
Community Image and Urban Design		X
Economic and Fiscal		X
Biological Resources	X	
Archeological and Historic Resources	X	
Water Resources	X	
Air Quality	X	
Open Space and Conservation	X	
Energy and Mineral Resources	X	
Geotechnical	X	
Flooding and Hydrology		X
Noise	X	
Hazardous and Toxic Materials	X	
Water, Sewer, and Utilities	X	
Fire and Police Protection	X	
Schools and Libraries	X	
Health Services (HEAL)		X

Emergency Preparedness	Х	
Public Buildings and Facilities	Χ	
Arts and Culture		X
Environmental Justice		X

Includes summarizing existing specific plans; reviewing, evaluating and updating current zoning districts

- A. Prepare a traffic model based upon the Coachella Valley Area Transportation System CVATS to plan for meeting the needs of all users of streets, roads, and highways. For the purpose of the Circulation Element, users are considered to include motorists, pedestrians, bicyclists, children, persons with disabilities, seniors, movers of commercial goods, and riders of public transportation. Comply with the 2010 Office of Planning and Research guidelines for complete streets and the circulation element.
- B. Study and develop goals and policies relative to tie-in of the existing non-motorized transportation routes to the future CV Link system, and maximizing the effectiveness of that system in reducing vehicle miles traveled.

Community participation: It is in the interest of the City of Cathedral City to have a wide-reaching, inclusive, and informative community participation program. It is also in the interest of the City to have staff members and community volunteers be involved in the community participation programs. The role of the consulting team will be to organize, lead and facilitate community participation programs, to assist and advise staff, to be a resource to elected and appointed officials, as well as monitor the direction and outcome of the public review process and incorporate the input into the updated General Plan.

The community participation process will include three categories of workshops open to the public: 1) an introductory workshop/visioning session, 2) a mid-term workshop that will serve to report the consultant's findings to date and present alternative recommendations, and 3) a workshop/hearing to present the preferred alternative. Each category of workshops will include public meetings focused on one or more groups, i.e., general public, commissioners, councilmembers. The number of meetings to be held within each workshop category in order to capture broad public comment will be determined based on input by City staff and the consultant's recommendation. A maximum of six (6) meetings and two (2) public hearings will be included in the scope of work. A meeting with City staff will be conducted prior to commencing each category of workshops.

The consulting team will be responsible for preparing the materials for the workshop/visioning sessions, including production of any relevant maps, charts, display material or handouts. City staff will be responsible for scheduling, noticing, publicizing, facility acquisition, facility set-up, and refreshments with directional assistance from the consultant. The consulting team shall be responsible for coordinating with staff on the logistics of the workshops. A member(s) of the consulting team shall attend and facilitate all workshops to achieve the desired purpose of the workshop. The attending consultant team member(s) shall also be responsible for recording and relaying the

<sup>&</sup>lt;sup>2</sup> Traffic Study and Circulation Element.

findings and direction of the workshops to the remainder of the consulting team. While City staff will assist with community outreach, the consultant will take the lead in all steps necessary to prepare and finalizing the General Plan Update and EIR.

The consulting team will be responsible, with staff assistance, for preparing and submitting informational and educational content regarding the ongoing General Plan update process for the City website and any other public outreach method utilized. Submittal dates for content shall coincide with milestone events, workshops, and public hearings. Informational content shall be comprehensible to those unfamiliar with technical planning terminology and avoid the use of acronyms.

#### 3. SCOPE OF SERVICES

Services to be provided by the selected consultant include the following:

- 1. Establish one individual who will serve as consultant's project manager and point of contact for all services performed under contract.
- 2. Work as an extension of City staff. Maintain an open dialogue with staff and work closely with the City review team to update existing goals and policies from 2002 General Plan.
- 3. Meet in person with staff members as needed to gather technical input and track progress of work.
- 4. Prepare agendas and exhibits, and conduct meetings and workshops with staff, commissioners, policy makers, and the public to gather data, collaboratively explore ideas, review concepts, and present findings.
- 5. Evaluate effectiveness of City's programs in achieving the goals of the 2002 General Plan.
- 6. Prepare a draft Environmental Impact Report (EIR), Final EIR and all supporting documents as a necessary to comply with the requirements of the California Environmental Quality Act.
- 7. Provide a traffic model (as described in scope of work, above) and make such revisions to the model as may be required to test land use recommendations or as reasonably requested by City staff.
- 8. Document current conditions, establish goals for the City's future, and recommend means for achieving those goals within the appropriate elements of the General Plan.
- 9. Provide consistency with the State Office of Planning and Research General Plan Guideline update for 2017.

- 10. Integrate the documents provided by the City, including, but not limited to, the Housing Element, Environmental Sustainability Plan, Economic Development Strategic Plan, **Public Art Plan and Historic Preservation Plan** into the General Plan, providing internal consistency in content and appearance. Eliminate redundancy between elements to the greatest extent possible.
- 11. Advise changes to the City's zoning regulations to comply with any changes to the Land Use Element.
- 12. Submit seven hard copies plus one electronic copy of each submittal of the draft General Plan to the City for review.
- 13. After receiving comments from City staff, incorporate revisions and prepare revised draft Plan(s).

Present the final draft General Plan Update and draft EIR at a public hearing before the Planning Commission for their recommendation to the City Council and at a public hearing before the City Council for their consideration of approval as required for Plan adoption.

#### 4. AVAILABLE DOCUMENTS

The following documents are available upon request for consultants responding to the Request for Proposals (RFP). Some of these documents are available in hard copy upon receipt of payment for copying costs.

- 1. 2002 General Plan
- 2. 2017 Environmental Sustainability Plan and Greenhouse Gas Inventory
- 3. Adopted 2014 Housing Element
- 4. 2017 City of Cathedral City Economic Development Strategic Plan.
- 5. 2017 City of Cathedral City Historic and Cultural Survey.
- 6. City of Cathedral City Professional Consultant Services Agreement Template
- 7. Date Palm Drive Corridor Connection Plan / Implementation Plan
- 8. City Specific Plans
- 9. North City Specific Plan
- 10. North City Extended Specific Plan
- 11. City Municipal Code

#### 5. SCHEDULE

A suggested schedule is presented below. If the consultant anticipates difficulties with the proposed delivery schedule, he/she should so indicate, and should propose an alternate schedule in Item c. of Project Approach in the response to the RFP.

Schedule				
Issue Request for Proposals	September 14, 2017			
Proposals Due to City	5:00 pm, October 16,2017			
Consultant Interviews	Week of October 23, 2017			

Award of Contract by City Council	November 8, 2017
Contract Execution	November 15, 2017
Notice to Proceed	November 21, 2017
Submittal of First Draft to City	July 2018
Adoption of Plan by City Council	January 2019

#### 6. BUDGET

The City has appropriated \$350,000 for this update, and would like to accomplish the work within this budget if practicable. Under Item V d. of the proposal, consultant should address the project's budgetary parameters, including cost limitation mechanisms and optional tasks. Creative approaches that use existing resources, limit less critical technical studies, and potentially use less expensive resources for some tasks or processes are encouraged. Consultants may propose optional approaches or tasks that the City could consider to better or more cost effectively achieve its goals.

#### 7. PROPOSAL CONTENTS

To demonstrate its qualifications, its ability to perform the services described in this RFP, and its proposed method for performing these services, the consultant shall submit eight copies of a proposal containing the following information in the format indicated below. Incomplete proposals and proposals not organized according to this format may be rejected. Faxed or emailed proposals will be rejected.

#### 8. PROPOSAL FORMAT

- I. A <u>transmittal letter</u> including the following information:
  - a. Signature of an officer of the consultant designated as the prime consultant who is authorized to bind the firm contractually. In case of a joint venture (JV), an officer of each JV partner shall sign.
  - b. The name, title, address, and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process.
  - c. The name, title, address, and telephone number of the individual who will negotiate with the City and who is authorized to contractually bind the consultant.
  - d. A statement that the firm can meet the City's insurance requirements, including certificates of insurance naming the City, its officers, officials, employees, and volunteers as additional insureds. Completed insurance endorsements will be required if your firm is selected. All endorsements must be on forms acceptable to the City.

#### II. Experience of the firm or JV, including:

- a. A list of five most recent similar projects by the proposed project team. Include at least one project on which all the principal team members, including key sub-consultants, worked together. Do not list any projects that were performed by key team members when they were employed by other firms. In the case of a JV, do not list projects performed by either of the firms, only ones performed by both firms as a joint venture. Each description shall include:
  - The name of the client and a contact name, address, and telephone number.
  - The scope of the consultant's involvement in the project.
  - The month and year the project started and the month and year it was completed.
  - The total value of the services provided.
  - The key personnel involved and the sub-consultants employed.

Sub-consultants should identify at least three (3) recent projects of a similar nature as references. Give the following information on each project:

- The name and location of the project.
- The estimated total value.
- The year the project was started and completed.
- The firm's project responsibilities. Indicate which responsibilities were those of personnel who would be assigned to this project.
- The name, title, and telephone number of a contact person with the client who is familiar with the project.
- b. Summary description of any litigation (and outcomes) within the last seven years that the firm or JV has been involved in concerning a general or specific plan, or elements thereof, or the adequacy of CEQA documentation prepared by the firm or proposed subcontractors.
- c. The current size of the prime consultant firm or JV and the size variation during the past seven years.
- d. A list of any of the prime consultant's contracts terminated (partially or completely) by clients for convenience or default within the past seven years. Include contract value, description of work, client, contract number, and the name and telephone of the contracting entity.

#### III. Project approach, including:

A brief description of the project team's proposed technical and management approach to the project. Include the following information:

- a. A description of the project team's organization required to conduct this project.
- The team's identification of the critical project elements that may arise during the term of the contract.
- c. The method and process for the flow of communications between team members and City staff.
- d. The team's approach to control cost, schedules, and quality. If revisions are suggested to the proposed schedule, discuss them here.
- e. Any assumptions or limitations as to technical study scope or process (number of intersections to be studied, noise measurements taken, number of meetings to be conducted and attended, etc.)

# IV. Qualifications of the project team's key personnel, including:

- a. The name, position, and a detailed resume of the proposed Project Manager. Identify the name, position, and a brief resume of the person who will be the actual key contact with City staff.
- b. The name, position, brief resume, and proposed responsibilities for all other key personnel. Indicate their present assignments and their availability. Include alternate personnel that would be used if the persons identified as key personnel are not available at the time a specific project issue arises.
- c. Provide a team organization chart showing all key personnel.
- d. Describe any special resources the project team may bring to the Project, such as specific recent experience working on related projects and recent experience on City of Cathedral City or other local (Coachella Valley) projects. Elaborate on why the project team stands above the competition.

# V. Cost proposal (based in the scope of work and scope of services described in this RFP), including:

- a. Identify the expected hours by job classification. Estimate the percentage of hours that will be for work performed in the Coachella Valley. Include the work of all sub-consultants in these computations.
- b. A current hourly rate schedule.

- c. Expected budget for reimbursable expenses, if any.
- d. A description of assumptions made while preparing the cost proposal and any qualifications to that proposal.
- e. Suggestions of any modifications that the City could make to the scope of work or scope of services that would allow the project to be accomplished more cost effectively.

#### VI. Writing samples:

- a. Include a sample Land Use Element, a sample Circulation Element, and a third sample element of your choosing, each of which that your firm has prepared within the last three years.
- b. Identify the author of the sample, and the role he/she will have on this project. Send no more than five pages of each sample element. Do not send the whole General Plan(s).

#### 9. PROPOSAL EVALUATION

- Consultant proposals will be evaluated based upon firm experience, qualifications of key personnel, project approach, cost, and location of firm (including what percentage of the work will be performed locally). Preferential consideration will be given to firms that are located in the Coachella Valley and that will perform the majority of the work locally.
- 2. The proposals will be evaluated by a committee comprising City of Cathedral City staff.
- 3. After review of the proposals, the evaluation committee may choose to interview up to five top-ranked firms. If conducted, these interviews will allow the consultant team to make a presentation, then answer questions relative to their presentation and their written proposal. Firms invited to be interviewed will be given a minimum of seven calendar days' notice of the interview date.
- 4. The evaluation committee will identify the top-ranked firm and recommend to the Cathedral City Council that a contract be awarded to that firm.
- 5. City staff will negotiate a contract with the top-ranked firm based on the scope of work and scope of services described herein, and the cost proposal submitted by the consultant, subject to such modifications in any of these as may be necessary and appropriate to deliver a General Plan and Environmental Impact Report that are complete, sufficient, and in the best interests of the City of Cathedral City.
- 6. In the event that the City and the top-ranked consultant are unable to reach a mutually satisfactory agreement for any reason, the City reserves the right to

terminate negotiations with the top-ranked firm and to commence negotiations with the second-ranked firm.

7. The City Council will consider the recommendation of the consultant evaluation committee and the negotiated contract, and make a decision regarding award of the contract during a regularly scheduled meeting that is open to the public.

#### 10. INSURANCE REQUIREMENTS

Without limiting consultant's indemnification of City, and prior to commencement of Work, consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

**General liability insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, 2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

<u>Automobile liability insurance</u>. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

<u>Workers' Compensation Insurance</u>: Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a

Waiver of Subrogation endorsement in favor of the City of Cathedral City, its officers, agents, employees and volunteers.

# Other provisions or requirements:

Insurance for Sub-consultants: All sub-consultants shall be included as additional insureds under the consultant's policies, or the Consultant shall be responsible for causing sub-consultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the sub-consultant's policies. Consultant shall provide to City satisfactory evidence as required under Insurance Section of this Agreement.

<u>Proof of insurance</u>: Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

<u>Duration of Coverage</u>: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, his agents, representatives, employees or sub consultants.

<u>City's Rights of Enforcement</u>: In the event, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by consultant or City will withhold amounts sufficient to pay premium from consultant payments. In the alternative, City may cancel this Agreement.

<u>Acceptable Insurers</u>: All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

<u>Waiver of Subrogation</u>: All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City of Cathedral City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City of Cathedral City, and shall require similar written express waivers and insurance clauses from each of its sub consultants.

<u>Enforcement of Contract Provisions (non-estoppel)</u>: Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

<u>Primary and Non-Contributing Insurance</u>: All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

Requirements not Limiting: Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

<u>Notice of Cancellation</u>: Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional Insured Status: General liability, Automobile Liability, and if applicable, Pollution Liability, policies shall provide or be endorsed to provide that the City of Cathedral City and its officers, officials, employees, and agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement, under such policies. This provision shall also apply to any excess liability policies.

<u>City's Right to Revise Specifications</u>: The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the consultant, the City and consultant may renegotiate consultant's compensation.

<u>Self-insured Retentions</u>: Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

<u>Timely Notice of Claims</u>: Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

<u>Safety</u>: Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations,

and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and sub consultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

<u>Additional insurance</u>: Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

#### 11. CITY OF CATHEDRAL CITY RIGHTS AND OPTIONS

This RFP does not commit the City of Cathedral City to award a contract, to pay any cost incurred with the preparation of a proposal, or to procure or contract for services described herein. The City of Cathedral City reserves the right to accept or reject any or all proposals received in response to this RFP, to negotiate with any qualified source, or to cancel in whole or in part this process if it is in the best interest of the City to do so. Subsequent to negotiations, prospective consultants may be required to submit revisions to their proposals. All respondents should note that any contract pursuant to this solicitation is dependent upon the recommendation of the City Council of Cathedral City.

The City reserves the right to postpone selection for its own convenience, to withdraw this RFP at any time, and to reject any and all proposals without indicating any reason for such rejection. As a function of the RFP process, the City of Cathedral City reserves the right to remedy technical errors in response to the RFP and to modify the published scope of services and scope of work. The City of Cathedral City will reserve the right to request that specific personnel with specific expertise be added to the team if the City determines that specific expertise is lacking on the project team. Proposals submitted in response to the RFP will not be returned.

#### 12. PROPOSAL SUBMITTAL

All proposals in response to this RFP are due no later than 5:00 p.m. on Monday, October 16, 2017. Proposals should be delivered to: City of Cathedral City, 68-700 Avenida Lalo Guerrero, Cathedral City, CA 92234. Attention: Pat Milos, Community Development Director. All questions regarding this RFP shall be directed to Pat Milos, (760) 770-0319.